

MICHAEL WALTON
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In Propria Persona

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MARIN

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SEP 14 1994

HUB LAW OFFICES

CHURCH OF SCIENTOLOGY)
INTERNATIONAL, a California)
not-for-profit religious)
corporation,)

CASE NO. 157 680

Plaintiff,)

vs.)

DEFENDANT MICHAEL WALTON'S
OPPOSITION TO JOINT MOTION
FOR CONSOLIDATION AND CONTINUANCE
OF TRIAL DATE

GERALD ARMSTRONG; MICHAEL)
WALTON; THE GERALD ARMSTRONG)
CORPORATION, a California for)
profit corporation; DOES 1)
through 100, inclusive,)

Defendants.)

Date: September 16, 1994
Time: 9:30 A.M.
Dept: One
Trial: September 29, 1994
Honorable Judge Gary W. Thomas

1 On November 12, 1993, this Court made the following ruling,
2 "DEFENDANTS' MOTION TO COMMENCE COORDINATION PROCEEDINGS
3 IS DENIED. THERE ARE NO COMMON QUESTIONS OF FACT OR LAW
4 BETWEEN THIS ACTION AND THE LOS ANGELES COUNTY ACTIONS.
5 CONTRARY TO DEFENDANTS' ARGUMENT, THIS ACTION DOES NOT
6 REQUIRE A DETERMINATION OF WHETHER DEFENDANT IS LIABLE
7 FOR BREACHING THE SETTLEMENT AGREEMENT. A TRANSFER OF
8 PROPERTY CAN BE FRAUDULENT AND A CREDITOR CAN OBTAIN
9 REMEDIES WITHOUT A DETERMINATION OF THE ULTIMATE VALIDITY

1 OF THE CREDITOR'S CLAIM. (SEE CIV. CODE, SECTIONS
2 3439.01(b) & (c), 3439.04, 3439.07.) BASED ON THE ABOVE
3 RULING, THE MOTION TO STAY DISCOVERY IS MOOT."

4 This ruling was made after extensive argument had been submitted by
5 defendants, The Gerald Armstrong Corporation and Gerald Armstrong
6 in favor of coordinating these actions. Defendant Walton joined in
7 the motion.

8 Plaintiff, Church of Scientology International (CSI),
9 vigorously opposed consolidation arguing, inter alia, that, " There
10 are no common questions of fact or law...Armstrong II and III are
11 ready to go to trial whereas this action is still in the discovery
12 stages..(the) motion is being used as a delay tactic..." (See
13 "Plaintiff's Memorandum of Points and Authorities In Opposition To
14 Armstrong's Motion To Commence Coordination Proceedings").

15 Finally, CSI argued, "If this Action is coordinated with the
16 others, it would hinder, rather than assist, the efficient
17 utilization of judicial facilities and manpower. Because the issues
18 are different, the addition of this action to the Los Angeles
19 action would only add new questions of fact and law." (See
20 "Plaintiff's Memorandum of Points and Authorities In Opposition To
21 Armstrong's Motion To Commence Coordination Proceedings").

22 Nothing has changed with regard to the issues in the instant
23 matter. Discovery is completed. Settlement Conference Memoranda
24 have been submitted. The trial date is two weeks away. Contrary to
25 its position in November 1993, CSI now argues that discovery is
26 still not completed in the breach of contract actions and the

1 issues are duplicative. If there is an issue that is litigated and
2 decided in this action that has significance in the trial of the
3 breach of contract actions, res judicata would prevent it from
4 being relitigated.

5 CSI claims that it is entitled to recovery based upon either
6 Civil Code Section 3439.04(a) or Section 3439.04(b)(2). As this
7 Court has already ruled, "THIS ACTION DOES NOT REQUIRE A
8 DETERMINATION OF WHETHER DEFENDANT IS LIABLE FOR BREACHING THE
9 SETTLEMENT AGREEMENT..." This defendant is not a party to any
10 agreement with CSI or any other Scientology organization. Whether
11 the settlement agreement is enforceable or not does not effect
12 whether or not this defendant was part of a conspiracy or was
13 involved in a fraudulent transfer. The significant constitutional
14 issues of freedom of religion, speech and association as well as
15 contentions of public policy violations and an unenforceable
16 liquidated damage clause that have attached themselves to the
17 breach actions are highly complex as evidenced by the massive court
18 record. The instant action is very separate.

19 Arguably CSI is requesting a continuance for purposes
20 unrelated to its stated reasons in its moving papers. CSI, having
21 completed its discovery in this case, and on the eve of trial is
22 seeking more time in which to "muddy the waters" and to harass
23 defendant and his family. Despite a well settled body of law
24 regarding the use of the DOE amendment, on the evening of September

1 13, 1994, just 15 days before the date for trial of this matter and
2 two weeks after discovery cut off, plaintiff served Solina Walton,
3 wife of defendant Michael Walton, as DOE II to the instant action.
4 Plaintiff's have had constructive knowledge of Solina Walton's
5 interest in the Fawn Drive property since they filed a lis pendens
6 on or about July 29, 1993. CSI also had actual notice by way of a
7 noticed motion by Ms. Walton wherein this Court ordered that the
8 lis pendens recorded by CSI be expunged. CSI, although well aware
9 of Ms. Walton's interest in the property, waited until 15 days
10 before the trial date to name her as a Doe defendant while, at the
11 same time, requesting a continuance of the trial date arguing in
12 total reversal of their previous legal position. This appears to be
13 a blatant attempt to manipulate the Court and the laws of this
14 State in order to harass this defendant and his family. The Court
15 should not allow the Scientology litigation machine to continue to
16 manipulate the system.

17 The case is ready for trial and CSI should be ordered to prove
18 their allegations or they should dismiss the action.

19 While it is not denied that the Court has discretion to grant
20 the instant motion, it is also recognized that there is a general
21 policy to implement the Trial Court Delay Reduction Act and to
22 dispose of cases without undue delay. Marin County Superior Court
23 Rule 5.2(c) states, "It is the policy of the Court that once any
24 date has been set, it cannot be changed without a showing of good
25 cause." This defendant asserts that there has not been a showing of

1 good cause for a continuance of the trial date and that the
2 November 11, 1993 Order of this Court strongly supports that
3 position.

4 Defendant, Michael Walton, respectfully requests that moving
5 parties motion be denied and that the trial in this matter go
6 forward as scheduled.

7 Dated: September 14, 1994

8 _____
9 Michael Walton

PROOF OF SERVICE BY MAIL
STATE OF CALIFORNIA, COUNTY OF MARIN

I am a resident of the county aforesaid; I am over the age of eighteen years and not a party to the within entitled action; my business address is 700 Larkspur Landing Circle, Suite 120, Larkspur, California 94939.

On September 14, 1994, I served the within DEFENDANT MICHAEL WALTON'S OPPOSITION TO JOINT MOTION FOR CONSOLIDATION AND CONTINUANCE OF TRIAL DATE on the interested parties by placing true copies thereof enclosed in sealed envelopes with postage thereon fully prepaid, in the United States mail at San Anselmo, California addressed as follows:

Laurie J. Bartilson
Bowles & Moxon
62 55 Sunset Blvd., Suite 2000
Los Angeles, CA 90028

Wilson, Ryan & Campilongo
235 Montgomery Street, Suite 450
San Francisco, CA 94104

Ford Greene, Esq.
711 Sir Francis Drake
San Anselmo, CA 94960

Executed on September 14, 1994 at San Anselmo, California.

I declare under penalty of perjury that the foregoing is true and correct.
